

Decision

Matter of: Valdez Transfer, Inc.

File: B-197911.8

Date: November 16, 1989

DECISION

The Navy and Valdez have appealed our Claims Group's partial allowance of Valdez Transfer, Inc.'s, claim for the amount the United States Navy set off from Valdez's account for alleged loss or damage to a service member's household goods Valdez transported.^{1/}

Missing Items Not Listed On Inventory

Valdez correctly states that if household goods are not specifically listed on the carrier's inventory prepared at origin, the carrier will not be charged for their alleged loss if all that shows the goods to have come into the carrier's possession is a property owner's unsupported, self-serving acknowledgement in writing that he is aware of the criminal penalties for filing a false claim. Paul Arpin Van Lines, Inc., B-205084, June 2, 1982. However, every household good need not be listed on the inventory; we have held that a carrier can be charged with loss where other circumstances are sufficient to establish that the goods were shipped and lost. Paul Arpin Van Lines, Inc., Reconsideration, B-205084, June 8, 1983.

In this case the shipper notified Valdez within 5 days of delivery that a waterbed thermostat was missing. The property owner's notes written on his copy of the inventory at the time of delivery at destination state: "Box not taped well by packers. Contents dumped at delivery site." The Navy indicates that this box was the one in which the waterbed thermostat was originally packed and that the property owner was personally interviewed by Navy claims officers in this regard. Also, the inventory indicates that other waterbed parts were shipped. We conclude that these

^{1/} The goods belonged to Edward L. Marks, USN, and were shipped on Government Bill of Lading DP-463445.

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circumstances provide a sufficient basis for charging the carrier for loss of the thermostat.

It was not until 5 months after delivery, upon the filing of a formal claim with Valdez, that certain clothes were reported missing. Without the kind of a detailed statement that the Navy now requires,^{2/} we cannot conclude that the circumstances in this case satisfy the standard required to hold the carrier liable. Therefore, Valdez should not be charged for the clothes.

Damage to Stereo Speaker

The inventory prepared at origin described the speaker as broken, worn, and cracked. The property owner's delivery notification to Valdez regarding damage during shipment described the speaker's condition as "top broke." The formal claim nearly 5 months later described this damage as "corner broken, hole in speaker." Our Claims Group determined that Valdez was precluded from denying the Navy's claim of new damage because Valdez failed to conduct an inspection to determine for itself whether the damage was new or pre-existing. However, Valdez should not be expected to inspect the only article alleged to be damaged in the entire shipment when its condition was described upon delivery as "top broke" and the inventory already indicated it was broken generally. Without an inspection report or detailed statement by the property owner indicating how the broken condition of the speaker on arrival was new or different from the broken condition that was listed upon pickup, we cannot hold Valdez liable for damage during shipment. See Interstate Van Lines, Inc., B-197911.2, Sept. 9, 1988. Therefore, Valdez should not be charged for the speaker.

Accordingly, the Claims Group's partial allowance of Valdez's claim, as modified, is affirmed. Our review of the record indicates that the total amount to be refunded is \$102.


James F. Hinchman
General Counsel

^{2/} The Navy indicates that it has now changed its procedures to require the property owner to execute a sworn statement detailing the circumstances surrounding tender to and loss by the carrier in cases where the missing goods were not listed on the inventory.

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Digest:

Items not specifically listed on the inventory of household goods prepared by the carrier at the origin of the shipment must be specifically identified by the shipper in some manner as being in fact tendered to the carrier at origin in order for that carrier to be charged for their

loss.

A carrier is not liable for damage to an item not shown to be greater than the pre-existing damage to that item noted on the inventory prepared at the origin.

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